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Responses for RFQ Q2016-00166 - Drums, Steel 55 Gallon Reconditioned
 Closes June 10, 2016, 3:00 p.m.
 Contracting Officer: Donna Villinis

<u>Vendor</u>	<u>Location</u>	<u>Total Quote</u>	<u>Within Lake County?</u>	<u>Submitted</u>	<u>Online / Manual</u>	<u>Document</u>
Industrial Container Services	6191 Jones Ave/ P. O. Box 278 Zellwood, FL	\$10,600.00	<input type="checkbox"/>	6/9/2016 12:00:00 AM	Manual Entry by Staff	Delete
Questar	7948 Freedom Ave NW North Canton , OH	\$14,100.00	<input type="checkbox"/>	6/10/2016 12:14:26 PM	Submitted Online by Vendor	Delete

3/1/16
1/31/17

 <p>LAKE COUNTY FLORIDA</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>Commodity Code(s): 100-00, 991-390, 991-391</p> <p> <input checked="" type="checkbox"/> Open Market <input type="checkbox"/> Existing Contract <input type="checkbox"/> Original <input checked="" type="checkbox"/> Modified </p>	<p>RFQ No: Q2016-00166-1</p> <p>Due Date: 6/10/2016 at 3 p.m.</p> <p>Pre-Proposal Conference: Not Applicable</p> <p>Send Response To</p> <p>Name: Mr. Johnny Taylor</p> <p>Address: P. O. BOX 7800 Tavares, FL 32778</p> <p>Phone: 352.253.1684</p> <p>Fax: 352.253.1695</p> <p>Email: jtaylor@lakecountyfl.gov</p>
	<p>THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.</p> <p>Terms and conditions governing this quotation are attached hereto. Insurance requirements, if applicable, are also attached hereto as part of this document. As this price request constitutes an inquiry, and not an order, it implies no obligation to purchase on the part of Lake County.</p>

Drums, Steel 55 Gallon Reconditioned

All prices submitted are to be on the form below in accordance with all terms and conditions set forth in this Request for Quotation. Prices quoted should be in unit of measure shown. Any award resulting from this RFQ will be made to the responsive, responsible vendor which offers the lowest price on an **aggregate** basis. If award is noted to be made on an aggregate basis, any vendor response that fails to include pricing for all items may be rejected.

Quotations must be received by 3 p.m. on the due date and at the response location listed above.

Prices shall be quoted F.O.B. Destination – inside delivery, freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price quoted.

Work must be completed within **5 days** after issuance of purchase order or notice to proceed.

For questions regarding the commodities/services listed in this quote or for information regarding quotation procedures, terms and conditions, contact the County Point of Contact designated above.

Description	Details	Quantity	Unit of Measure	Unit Price	Extended Price
Drums, Steel 55 Gallon Reconditioned	Vendor process and deliver reconditioned 55 gallon steel drums, open head specifications according to attachments.	400	Each	\$ 26.50	\$ 10,600

Total Price: \$10,600

Specifications and/or Special Conditions

Department of Public Works, Environmental Services

1. The vendor will furnish all labor, material, fuel, and other incidental costs and deliver of reconditioned fifty five (55) gallon steel drums UN1A2Y1.2/100; covers with 2 x 3/4 fitting with 1/2 'x 3/8' sponge rubber gaskets glued in; 2.4 mm bolt type locking rings with 5/8' bolts; interiors spray lined; exteriors painted WHITE head per Federal Department of Transportation HE and (FDOT) specification 17H open and closed head. (Attachment 1)
2. These drums will be used for hazardous household waste and shall comply with 40 CFR 264.71 (Attachment 2)
3. No bongs on side of drums
4. The County will attempt to order a minimum of Four hundred (400) drums at a time as needs are determined.
5. Lake County is exempt from all taxes (Federal, State, and Local) Pricing should be less tax.
6. The Central Solid Waste Facility (Landfill) expects the vendor to provide services at the Central Facility - Monday Tues, Thurs, Friday 9:00 AM-5:00 PM and Wednesday and Friday 8:00 AM to 4:00 PM.
7. Delivery site location: Environmental Services Division, Solid Waste Programs, 13130 County Landfill Road, Tavares, FL. 32778
8. Point of Contact: Johnny Taylor, HW & E-Cycling Supervisor
9. Term of contract is a 1 (one) year contract which starts on August 1, 2016 through July 30, 2017
10. Provision of bid documents via on-line transmission

Ship To:

Environmental Services/ Solid Waste Programs
13130 County Landfill Road
Tavares, FL 32778
Mr. Johnny Taylor
352.253.1684

Bill To:

Environmental Services/ Solid Waste Programs
P. O. Box 7800
Tavares, FL 32778
Mr. Johnny Taylor
352.253.1684

Certain insurance requirements apply to any purchase in response to this RFQ: Yes

If "yes" is specified above, the specific requirements are described within this RFQ. The vendor selected for award must provide a Certificate of Insurance that clearly complies with the stated insurance requirements prior to issuance of any purchase order. Failure to do so within the requested timeframe (five (5) working days under otherwise noted) may be cause for rejection of that vendor's response.

I acknowledge and agree to abide by all conditions contained in this quotation as well as any special instruction sheet(s) if applicable. Payment terms 30 Days from receipt of materials and/or services and receipt of a proper invoice; delivery FOB Destination - Inside Delivery.

Company Name Industrial Container Services, FL LLC

Signature

Gerald P. Butler III

6191 Jones Ave. / PO BOX 278

Address

Zellwood, FL 32798

Name/Title

Gerald P. Butler III / Regional Sales Manager

Phone 407 889 5500 Fax 407 613 2237
Email sandy.grinnell@iconserv.com 6-9-16 Date:
pat.kendrick@iconserv.vom FEIN No 75-2968017

Prompt payment discount: 0 % if paid within 30 days.

Reciprocal Vendor Preference

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code

Primary Business Location: City: Zellwood State: FL

Does this business maintain a significant physical location in Lake County at which employees are located and business is regularly transacted? Yes X No

If "yes", provide supporting detail:

Insurance Requirements

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: (This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.)

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$500,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	0.00
Garage Keepers Liability at coverage value:	0.00

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

REQUEST FOR QUOTATION TERMS AND CONDITIONS

1.1 DEFINITIONS

Contract: An agreement between all parties to perform the services described in this RFQ.

Contractor or Vendor: The company or individual responding to the RFQ, or to which award is made.

County: Unless otherwise stated, refers to Lake County, Florida.

Modification: Any written change to a contract agreed to by the vendor and the County.

Request for Quotation (RFQ): An informal solicitation used to secure competitive pricing.

Responsible: Refers to a vendor considered capable of successfully performing the required work.

Responsive: Refers to a vendor which has taken no substantial exception to any part of the RFQ.

The words "shall", "must", or "will" are equivalent and indicate a mandatory requirement or condition, generally not waived by the County. The words "should" or "may" are considered equivalent and indicate desirable conditions, or requirements that are permissive in nature

1.2 INSTRUCTIONS TO VENDORS

A. Vendor Qualification

The County supports full and open competition among all available qualified vendors. All vendors that perform the work specified in the RFQ are encouraged to submit quotations. Vendors are encouraged to register with the County to receive notices of goods and services to be purchased by the County. Award may require vendors to comply with certain administrative requirements upon request.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any inquiries regarding this RFQ are to be made in writing to the County representative identified on this RFQ. Vendors are urged to address all such issues as far ahead of the due date as possible.

D. Payment Terms

Payment for purchases by the County will be made pursuant to Florida Prompt Payment Act. Vendors are encouraged to offer discounts for payments processed quicker than what is required by the Act.

1.3 PREPARATION OF QUOTATION RESPONSES

Complete the pricing entries included in the RFQ, and return the entire RFQ document to the person, at the place, and in the time frame stated in the RFQ. Please double check your pricing for accuracy. All responses must be legible. An authorized agent of the vendor must sign the response. If there is a discrepancy between unit prices and extended prices, the unit prices will be used for evaluation.

1.4 CANCELLATION OF SOLICITATION

The County may cancel any part or all of this RFQ when such action serves the County's best interests

1.5 AWARD

Unless an alternate action clearly serves the best interests of the County, award will be made to the lowest priced responsive and responsible vendor. The County reserves the right to reject any and all responses, to waive minor irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. When there are multiple line items in the RFQ, the County reserves the right to award on an individual item basis, on any combination of items, or on total low price. The County reserves the right to negotiate prices with the lowest priced vendor, provided that the scope of work is not amended. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the vendor's site to determine the capability of the vendor to perform the required work. A vendor's performance under previous County contracts shall be taken into account in evaluating vendor responsibility. Any ties will be resolved per the County's established procedure.

1.6 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the expressed or implied standard warranty period.

1.7 ESTIMATED QUANTITIES

The County may use "estimated" within the RFQ is for general information and evaluation only. The County makes no guarantee as to actual quantities to be ordered. The County will not be liable for payments beyond the amount due for quantities of goods or services actually ordered.

1.8 NON-EXCLUSIVITY

The County reserves the right to contract for any work and services exact or similar to those described in the RFQ from any alternate source and in any appropriate manner that serves its best interests.

1.9 RULES, REGULATIONS AND LICENSES

The vendor must fully comply with all laws and regulations applicable to provision of the goods and/or services described in this RFQ.

1.10 ASSIGNMENT

The vendor shall not assign or transfer any of its assigned responsibilities resulting from this RFQ without the written consent of the County.

1.11 DELIVERY

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

1.12 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments.

1.13 COLLUSION

Any evident prior understanding, agreement, or connection between two (2) or more vendors responding to this RFQ may be presumed to be collusive. Responses found to be collusive shall be rejected. Any vendor engaged in collusion may be suspended, debarred, or terminated for default.

1.14 FRAUD AND MISREPRESENTATION

Any vendor that attempts to meet its obligations with the County through fraud or misrepresentation may be debarred for up to five (5) years. The County as further sanction may terminate or cancel any other contracts with such vendor with that vendor being responsible in full for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.15 ACCESS TO RECORDS

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.16 PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of response to this RFQ will be available for public inspection in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The vendor should not submit any information in response to this RFQ that the vendor considers to be a trade secret, proprietary or confidential. By responding to this RFQ, the vendor will be deemed to waive of any protection which would otherwise be available under the Public Records Act.

1.17 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion prior to submitting a response to any contractual document.

1.18 INCURRED EXPENSES

The County is not responsible for any expense incurred by any vendor in association with the preparation and/or submittal of a response to this RFQ prior to the execution of a purchase order.

1.19 COUNTY IS TAX-EXEMPT

The County itself is generally exempt from Federal Excise Taxes and all Florida sales and use taxes. Do not include any separate tax to the County on any good or service provided directly to the County. The County will provide an exemption certificate upon request. **Note:** Vendors are not exempt from paying sales tax to suppliers on materials incorporated into projects or goods delivered to the County.

1.20 GOVERNING LAWS

All contractual action resulting from this RFQ shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. If a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

1.21 STATE REGISTRATION REQUIREMENTS

Any vendor submitting a response to this RFQ shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration may be required prior to award.

1.22 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services. All subcontractors may be subject to advance review by the County in regards to competency and security concerns. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all sub-contractors.

1.23 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County.

1.24 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

1.25 RISK OF LOSS

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

1.26 TERMINATION

The County reserves the right to terminate any contract resulting from this action for either convenience as may represent the best interests of the County, or for default in the event of a lack of successful performance by the awarded vendor. Any such action shall be processed in accordance with all current relevant procedures stated in the County's procurement manual.

1.27 Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County;
and
2. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.